

**SALSARITA'S FRANCHISING LLC,**

**Plaintiff,**

**v.**

**GIBSON FAMILY ENTERPRISES LLC**  
**et. al.,**

**Defendants.**

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Document #7-7, § XXII.B (emphasis added).

On May 9, 2022, Plaintiff terminated the Franchise Agreement. It alleges that Defendants breached the Agreement by operating a competing restaurant within three miles of the Lexington Salsarita's. The Amended Complaint states claims for breach of contract, breach of guarantee, trademark infringement, unfair competition and false advertising, misappropriation of trade secrets, and unfair and deceptive trade practices. Plaintiff's Motion for Preliminary Injunction and Defendants' Partial Motion to Dismiss are pending before the presiding District Judge.

On October 3, 2022, and notwithstanding the unambiguous forum selection clause in their Agreement, Defendants filed a Motion to Transfer Venue to the Eastern District of Kentucky. In their briefs, they characterize the forum selection clause as "permissive." They argue that because the subject restaurants and many witnesses are located there, Lexington is a more convenient venue under 28 U.S.C. § 1404(a).

A forum-selection clause agreed upon by the parties "represents the parties' agreement as to the most proper forum" and "enforcement of valid forum-selection clauses, bargained for by the parties, protects their legitimate expectations and furthers vital interests of the justice system." Atl. Marine Const. Co., Inc. v. U.S. Dist. Court for W. Dist. of Tex., 134 S.Ct. 568, 581 (2013). "[A] valid forum-selection clause [should be] given controlling weight in all but the most exceptional cases." Id. The party opposing the forum-selection clause bears the burden of establishing that enforcement of the clause is unwarranted. Id.

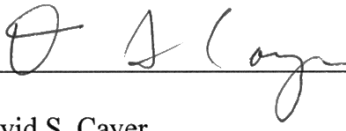
Defendants have failed to carry their burden of showing that the forum selection clause should not be upheld by this Court. For those and the other reasons stated in Plaintiff's briefs, the Motion to Transfer Venue is denied.

**NOW IT IS HEREBY ORDERED that:**

1. “Defendants’ Motion to Transfer Venue” (document #35) is **DENIED**.
2. The Clerk is directed to send copies of this Order to counsel for the parties and to the Honorable Frank D. Whitney.

**SO ORDERED.**

Signed: October 25, 2022

  
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David S. Cayer  
United States Magistrate Judge

